



Terms of Business Agreement for the Provision of Services to Intermediaries

1. Definitions

In these terms, the expressions detailed below have the following meanings:

We – means Alexander Rowland Associates

You – means the Intermediary

Intermediary – means a financial adviser, stockbroker or other professional adviser who is authorised by the Financial Services Authority to conduct investment business.

Client – means a customer of the Intermediary

Applicable Laws – means all laws of England and Wales, rules and regulations applicable to Alexander Rowland Associates and the Intermediary

Services – means the delivery of Output Material and any other services to be provided by Alexander Rowland Associates for the Intermediary

Input Material – means any necessary documents, or other material, and any data or other information to be provided by the Intermediary relating to the Services, enabling the production of the Output Material

Output material – means any documents or other materials, and any data or other information created or provided by Alexander Rowland Associates relating to the Services

The Proposal – means the document outlining any additional information required from the Intermediary, the timeframe and the fees to provide the specified Output Material

2. General

These Terms form a legal agreement between the Intermediary and Alexander Rowland Associates. We shall provide our Services to you subject to these conditions, which shall govern any contract to the exclusion of any other terms and conditions, and may not be varied or supplemented except in writing, and duly signed by authorised representatives of the parties concerned. We will be unable to transact business with you until you have signed, and returned a copy of this agreement.

The Intermediary acknowledges, and agrees, that the Services are provided to the Intermediary for the sole use of the Intermediary in advising its own Client. Alexander Rowland Associates accepts no responsibility for any advice (including investment advice) given by the Intermediary to any client of the Intermediary whether based on information or material provided in the course of the provision of the Services or not. The Intermediary hereby agrees to indemnify Alexander Rowland Associates from and against all claims, losses, damages or costs (including legal costs) incurred or suffered as a result of any action brought by the Client against the Intermediary, or Alexander Rowland Associates, as a direct or indirect result of advice given by the Intermediary to the Client. The Intermediary shall at all times maintain (and on reasonable request produce to Alexander Rowland Associates reasonable evidence of) professional indemnity insurance at such a level as shall be sufficient to enable the Intermediary to meet its obligations.

Alexander Rowland Associates may at any time, without notifying the Intermediary, make any changes to the Services which are necessary to comply with any applicable statutory requirements, or which do not materially affect the nature or quality of the Services.

Alexander Rowland Associates and the Intermediary each warrants to the other that it has all necessary authorisations, licences and permits to carry out transactions under these terms, and undertakes to comply with all Applicable Laws.

Alexander Rowland Associates, or the Intermediary, has the right to terminate the agreement at any time if:

- The other commits a breach of this Agreement which in the case of a breach capable of remedy shall not have been remedied within 30 days of the receipt by the other of a notice from the innocent party identifying the breach and requiring its remedy
- The other is unable to pay its debts or enters into compulsory or voluntary liquidation or ceases for any reason to carry on business or suffers any similar action which in the opinion of the party giving notice means that the other may be unable to pay its debts

Termination of this Agreement for whatever reason shall not affect the accrued rights of the parties arising in any way out of this Agreement as at the date of termination and in particular but without limitation, the right to recover damages against the other and all provisions which are expressed to survive this Agreement shall remain in full force and effect.

Any notice to be given under this Agreement by either party to the other shall be in writing and shall be deemed duly served if delivered personally or sent prepaid registered post.

On termination of this Agreement, any work in progress will be completed unless we receive your instructions to the contrary. Any fees outstanding at the date of termination will be due within four weeks of the termination date.

3. Our Services

Our Services include the provision of support services for Intermediaries of Financial Institutions, including, without limit, technical report writing, investment and market research and marketing support.

We will only act upon your instructions, and we will have no direct contact with your Client. To avoid disputes, we prefer to receive all instructions from you in writing, or via electronic mail. We will, however, accept oral instructions providing they are subsequently confirmed in writing.

On receipt of the Input Material, we will use all reasonable endeavours to contact you within a reasonable time period with our Proposal to provide you with the Output Material. We will commence work on the Output Material once we have received your written acceptance of the Proposal, and any outstanding information, material or data that we requested to be supplied by the Intermediary in the said Proposal.

The intermediary shall at its own expense supply Alexander Rowland Associates with all necessary Input Material relating to the Services, within sufficient time to enable Alexander Rowland Associates to provide the Services in accordance with the Proposal. The Intermediary shall ensure the accuracy and completeness of all documents and other materials provided. Suitable forms to enable the capture of the necessary Input Material can be provided on request.

4. Approval

We will submit a copy of any proposed Output Material to you for approval. At the date of submission, we may correct any errors or omissions in any Output Material, or any other document relating to the provision of the Services without any liability or additional cost to the Intermediary. An amended copy of the Output Material will be resubmitted to you for your subsequent approval.

Any amendments made to the Output Material as a result of a change in material detail, or the agreed objectives as set out in the Proposal, may result in an additional charge.

Following the receipt of the proposed Output Material, you may request that we stop or cancel any work in progress. In such an instance, you will reimburse us to a sum equating to 80% of the fee agreed in the Proposal.

Following receipt of your approval of the proposed Output Material, any subsequent changes will result in an additional charge.

5. Data Protection

Both parties shall abide by the Data Protection principles established in the Data Protection Act 1984 and 1998. You, the Intermediary, have the responsibility to ensure the Terms of Business agreement entered into between you and your Client meets the principles as defined in the Data Protection Act 1984 and 1998, and allows personal data relating to your Client's circumstances, to be passed to us, a third party institution, acting as a servicing agent of you, the Intermediary. If either party is in breach that party agrees that it shall indemnify the other in respect of any loss, costs (including legal costs), claims or damages incurred or suffered by the other party as a result of such breach.

We will only approach third party institutions, on your behalf, to obtain information relating to your Client's financial arrangements; provided you have obtained the necessary authority from the Client concerned, and you have given us express permission to do so.

Information concerning you and your Client may be retained on computer-based databases or paper files. All information will be held in the strictest of confidence, and wherever possible will be subject to protected access.

Information relating to you and your Client will only be held for specific and lawful purposes and not processed in any matter incompatible with those purposes. The information will only be used in accordance with your instructions, and passed on to third party institutions with a view to providing you with our Services.

You have the right upon payment of a fee to obtain a copy of the personal data that we hold. If you believe that any information is incorrect or incomplete you should contact us and, and if the data is incomplete or incorrect, we will correct it promptly.

6. Fees

You shall pay to Alexander Rowland Associates fees (together with any applicable VAT) in accordance with the Proposal and any additional sums which, wherever reasonably practicable, are agreed between us in respect of the provision of the Services.

You will be invoiced at the end of the month for all costs incurred in that month. If payment is not made within 28 days of the submission of the invoice, we shall be entitled, without prejudice to any other rights, or action to:

- Charge interest on the outstanding amount (both before and after any judgement) at the rate of 5% above the base rate from time to time of Barclays Bank PLC from the date of the submission of the invoice until the date the outstanding amount including interest is paid in full; and
- Once payment is outstanding for 42 days after the date of the submission of the invoice to suspend the provision of the Services, until such time as the outstanding amount including interest is paid in full.

7. Indemnity and Liability

In these clauses "Intermediary" includes the Intermediary's employees, directors, officers or agents.

Alexander Rowland Associates shall have no liability to the Intermediary for any loss, damage, costs or expenses or other claims for compensation arising from any instructions, or Input Materials supplied by the Intermediary which are incomplete, incorrect, inaccurate, illegible, or wrong in any form, or arising from their late or non-arrival, or any other fault of the Intermediary.

Except in respect of death or personal injury caused by Alexander Rowland Associate's negligence, or as expressly provided in these Terms, we shall not be liable to the Intermediary by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express conditions of this contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by negligence of Alexander Rowland Associates, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services and the Proposal or their use by the Intermediary.

Alexander Rowland Associates warrants to the Intermediary that the Services will be provided using reasonable care and skill. Although we will use all reasonable endeavours to use up to date and accurate and comprehensive information and resources in the provision of the Services, We do not accept responsibility for the accuracy or completeness of any information provided to us or obtained from third party sources in good faith.

Alexander Rowland Associates reserves the right, without any liability to the Intermediary, to refuse to provide the Services if in its absolute discretion such provision would be unlawful, offensive or otherwise contrary to the public interest.

Alexander Rowland Associates shall not be liable to the Intermediary or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Services, if the delay or failure was due to any cause beyond our reasonable control.

If and to the extent that the provision of the specified Services is prevented or delayed due to any circumstances not foreseeable at the date of the Proposal, and not within the reasonable control of the relevant party the relevant party shall promptly notify the other specifying the reasons for delay or prevention, and the period for which it is estimated that the prevention, or delay will continue. Alexander Rowland Associates shall then be relieved of any liability for failure to perform, or for the delay in performing the Services, but shall endeavour to resume full performance of them and shall make alternative arrangements for doing so as may be practical without incurring material additional expense.

Alexander Rowland Associates will use its best endeavours to comply with any agreed date or dates for the supply of the Services as laid out in the Proposal. However, unless otherwise expressly agreed, such date or dates shall constitute only statements of expectation and shall not be binding. Accordingly, the time of supply of the Services shall not be of the essence, and if Alexander Rowland Associates fails to supply the Services by any specified date as laid out in the Proposal, such failure shall not constitute a breach of the contract and the Intermediary shall not be entitled to treat the contract as thereby repudiated or to rescind it or any related contract in whole or in part or claim compensation for such failure or for any consequential loss or damage resulting therefrom.

Alexander Rowland Associates makes no representation as to the benefit to the Intermediary arising out of the provision of the Services and there is neither expressed nor shall there be implied into the contract between Alexander Rowland Associates and the Intermediary any Terms of warranties as to the same.

Although Alexander Rowland Associates may retain Output Material provided to you, it is under no obligation to do so. The Intermediary shall at its own expense retain duplicate copies of all Output Material, and insure against its accidental loss or damage. Alexander Rowland Associates shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Intermediary following its delivery to the Intermediary.

The following provisions set out Alexander Rowland Associates entire liability (including any liability for the acts and omissions of its employees) to the Intermediary in respect of:

- Any breach of its contractual obligations arising under this Agreement

- Any representation statement or tortuous act or omission including negligence arising under or in connection with this Agreement

Alexander Rowland Associates liability to the Intermediary for death or injury resulting from its own or that of its employee's negligence shall not be limited

Alexander Rowland Associates shall accept liability to the Intermediary in respect of damage to the tangible property of the Intermediary resulting from the negligence of Alexander Rowland Associates or its employees subject to a limit of £5,000

Alexander Rowland Associates shall not be liable to the Intermediary in respect of any representation statement or tortuous act or omission resulting in loss of profits or any type of special or indirect or consequential loss (including loss or damage suffered by the Intermediary as a result of action brought by a third party) even if such loss was reasonably foreseeable or Alexander Rowland Associates had been advised of the possibility of the Intermediary incurring the same.

If a number of tortuous acts or omissions give rise substantially to the same loss then they shall be regarded as giving rise to one claim under this Agreement.

The intermediary hereby agrees to afford Alexander Rowland Associates not less than 30 days in which to remedy any tortuous act or omission.

Alexander Rowland Associates shall have no liability to the Intermediary in respect to any tortuous act or omission unless the Intermediary shall have served notice of the same upon Alexander Rowland Associates within 3 months of the date it became aware of the circumstances giving rise to the tortuous act or omission or the date when it ought reasonably to have become so aware.

8. Intellectual Property

The Intermediary must not use the Alexander Rowland Associates name, or any logo, or get-up of Alexander Rowland Associates without our prior written permission.

All Output Material obtained from Alexander Rowland Associates may only be used for the bona fide purposes of the Intermediary's business.

All Output Material prepared by Alexander Rowland Associates may only be used for the sole purpose of the specific Client for whom the Output Material was prepared.

All Output Material prepared by Alexander Rowland Associates on behalf of the Intermediary remains the intellectual property of Alexander Rowland Associates.

9. Confidentiality

We hereby undertake to maintain as confidential all information concerning you and your Clients save those documents or other materials, data or other information which are public knowledge at the time when they are provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

Alexander Rowland Associates and the Intermediary undertakes to the other to keep confidential all information concerning the other's business and affairs, which it may acquire as a result of the provision of the Services, and shall not use or disclose the same, save for the purpose of the provisions of the Services. The provisions of this Term shall not apply to any information which is in the public domain or is already in the other's possession other than as a result of a breach of this Term.

Occasions can arise where we, or one of our other customers, will have some form of interest in business we are transacting for you. If this happens, or we become aware that our interests, or those of one of our other customers, conflict with your interests, we will inform you and obtain your consent before we carry out your instructions.

10. Governing Law

These Terms will be governed by and construed in accordance with English Law. You and Alexander Rowland Associates submit to the exclusive jurisdiction of the English Courts to settle any disputes arising under these Terms.

If any provision of this Agreement is held by any English Court, or other competent authority, to be void or unenforceable in whole or part, the other provisions of the Agreement and the remainder of the affected provisions shall continue to be valid.

11. Contracts Right of Third Parties Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999, and notwithstanding any other provisions of the Agreement or these Terms, neither the Agreement nor these Terms are intended to, and do not, give any person who is not party to the Agreement, any right to enforce any of its provisions.

I authorise Alexander Rowland Associates to obtain from, and pass data relating to our Clients to institutions for the sole aim of providing the above Services subject to the Terms of this Agreement.

I do not authorise Alexander Rowland Associates to obtain from, and pass data relating to our Clients to institutions for the sole aim of providing the above Services subject to the Terms of this Agreement.

We, the undersigned, understand and agree to adhere to the above terms.

Signature **on behalf of:** Alexander Rowland Associates

Name

...../...../.....

Signature **on behalf of:**
("The Intermediary")

Name

...../...../.....